

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
WASHINGTON, D.C.**

**COMPASS GROUP NORTH AMERICA
and its subsidiaries
MORRISON MANAGEMENT SPECIALISTS and
MORRISON SENIOR DINING**

Respondent

CASE 7-CA-51876

and

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO and its LOCAL 2568**

Charging Party

**COUNSEL FOR THE GENERAL COUNSEL'S
MOTIONS TO TRANSFER CASE TO AND CONTINUE PROCEEDINGS
BEFORE THE BOARD AND FOR DEFAULT JUDGMENT**

Now comes Robert M. Buzaitis, Counsel for the General Counsel in this matter, and pursuant to Sections 102.24 and 102.50 of the Board's Rules and Regulations, Series 8, as amended, files these motions because Respondent has failed to comply with the terms of the informal Settlement Agreement approved by the Regional Director on June 12, 2009. In support of the Motions, Counsel for the General Counsel states as follows:

1. The charge was filed by the Charging Party on March 3, 2009, and a copy was served by regular mail on Respondent on March 4, 2009. Copies of the charge and the affidavit of service for the charge are attached as Exhibits A and B, respectively.

2. On May 12, 2009, the Regional Director for the Seventh Region issued and served on Respondent by certified mail a Complaint and Notice of Hearing. Copies of the Complaint and the affidavit of service are attached as Exhibits C and D, respectively.

3. On June 11, 2009, Respondent entered into an informal Settlement Agreement, which was approved by the Regional Director for Region 7 on June 12, 2009. Copies of the Settlement Agreement and Notice to Employees are attached as Exhibits E and F, respectively.

4. The Settlement Agreement required, inter alia, Respondent to (1) furnish the Charging Party the information requested on September 17, 2008 and November 12, 2008, (2) remit to the Charging Party all union dues and initiation fees it has deducted from the paychecks of the Unit employees, plus \$100 in interest, and (3) post appropriate notices.

5. The Settlement Agreement contains the following clause concerning noncompliance by Respondent with the agreed-upon terms:

The Charged Party agrees that in case of noncompliance with any of the terms of this settlement agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such noncompliance without remedy by the Charged Party, the Regional Director may reissue the complaint in this matter. The General Counsel may then file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the reissued complaint may be deemed to be true by the Board and its answer to such complaint shall be considered withdrawn.

The Charged Party also waives the following: (a) filing of answer; (b) hearing; (c) administrative law judge's decisions; (d) filing of exceptions and briefs; (e) oral argument before the Board; (f) the making of findings of fact and conclusions of law by the Board; and (g) all other proceedings to which a party may be entitled under the Act or the Board's Rules and Regulations. On receipt of said motion for default judgment, the Board shall issue an order requiring the Charged Party to show cause why said motion of the General Counsel should not be granted. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party, on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is customary to remedy such violations. The parties further agree that the Board's order and U.S. Court of Appeals judgment may be entered thereon ex parte.

6. By letter dated June 15, 2009, Respondent was sent a conformed copy of the Settlement Agreement and was advised to take the steps necessary to comply with the Settlement Agreement. By letter dated July 6, 2009, the compliance officer reminded Respondent of its obligation to pay the \$100 in outstanding dues and fees and inform the Region when and where the Notices were posted. By letter date July 24, 2009, the Regional Director reminded Respondent of his obligation to (1) post signed and dated Notices and inform the Region when and where they were posted, (2) remit \$100 in interest, and (3) furnish the Charging Party with the requested payroll information. The letter also warned that Respondent's failure to do so may result in setting aside the Settlement Agreement and the reissuance of the Complaint. Copies of the June 15, 2009; July 6, 2009; and July 24, 2009 letters as attached as Exhibits G, H, and I.

7. To date, Respondent has failed to post Notices, remit \$100, or furnish the requested information.

8. On September 4, 2009, the Acting Regional Director issued and served on Respondent an Order Setting Aside Settlement Agreement. Copies of the September 4, 2009 Order and the affidavit of service is attached as Exhibits J and K, respectively.

9. Because Respondent has failed to comply with the terms of the Settlement Agreement, on September 8, 2009, the Regional Director issued and served on Respondent by certified mail a Reissued Complaint. Copies of the Reissued Complaint and the affidavit of service are attached as attached as Exhibits L and M, respectively.

10. Under the terms of the Settlement Agreement and by virtue of Respondent's noncompliance with the Agreement's terms, (a) the allegations of the Reissued Complaint should be deemed as true, (b) no hearing is necessary on the Reissued Complaint, and (c) the motions to transfer proceedings to the Board and for summary judgment should be granted. *See SAF Young Westmont-Chicago, LLC*, 333 NLRB No. 59 (2001); *Protection Sprinkler Systems, Inc.*, 295 NLRB 1072 (1989); *Interiors for Today*, 338 NLRB 784 (2003).

11. It is appropriate for the Board to issue a Decision and Order without further proceedings herein providing for the remedy sought in the Reissued Complaint.

WHEREFORE, Counsel for the General Counsel respectfully moves as follows:

1. That this case and motions be transferred to the Board and ruled on immediately.
2. That all allegations of the Reissued Complaint be deemed to be admitted to be true, and so found by the Board, and that Respondent be found by the Board to have violated Sections 8(a)(1) and (5) of the National Labor Relations Act, as amended, without taking evidence in support of the Reissued Complaint.
3. That the Board issue a Decision containing findings of fact, conclusions of law, and an Order, all consistent with the allegations in the Reissued Complaint against Respondent and the prayer for relief set forth therein.

Respectfully submitted this 18th day of September, 2009.



Robert M. Buzaitis
Counsel for the General Counsel
National Labor Relations Board
Seventh Region
Patrick V. McNamara Federal Building
477 Michigan Avenue - Room 300
Detroit, Michigan 48226-2569

I certify that on the 18th day of September, 2009, I e-mailed copies of Counsel for the General Counsel's Motions to Transfer Case To and Continue Proceedings Before the Board and For Default Judgment to the following parties of record:

Compass Group North America and its
subsidiaries Morrison Senior Dining
and Morrison Management Specialists
Bill Breslin

Bill.Breslin@compass-usa.com

Compass Group
George Aude

George.Aude@compass-usa.com

American Federation of State, County and
Municipal Employees and its Local 2568
Sharon Donahue

SDonahue@miafscme.org

Richard G. Mack, Esq.
Miller, Cohen, PLC

RichardMack@millercohen.com

AFSCME Local 2568
Cynthia Spurlock

Cynthia.Spurlock@oakwood.org



Robert Buzaitis
Counsel for the General Counsel

INTERNET
FORM NLRB-601
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case
7-CA-51876Date Filed
3-3-2009

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

Compass Group and its subsidiaries Morrison Senior Dining and Morrison Management Specialists

b. Tel. No.

330-455-8781

c. Cell No.

f. Fax No.

g. e-Mail

h. Number of workers employed
Approximately 55d. Address (Street, city, state, and ZIP code)
1224 Perkins Avenue, N.W.
Canton, Ohio 44703e. Employer Representative
Bill Breslin

i. Type of Establishment (factory, mine, wholesaler, etc.)

Assisted Living Facility/Nursing Home

j. Identify principal product or service

Food service for Nursing Home/Assisted Living

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (5) and Section 7

_____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

SEE ATTACHMENT

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

American Federation of State, County and Municipal Employees and its affiliated Local 2568

4a. Address (Street and number, city, state, and ZIP code)

600 West Lafayette - 4th Floor
Detroit, Michigan 48226

4b. Tel. No. 313-964-4454

4c. Cell No.

4d. Fax No. 313-964-4490

4e. e-Mail

richardmack@millercohen.com

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

American Federation of State, County and Municipal Employees and its affiliated Local 2568

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By

(Signature of representative or person making charge)

Richard G. Mack, Jr., Attorney

(Print/type name and title or office, if any)

Tel. No.

313-964-4454

Office, if any, Cell No.

Fax No. 313-964-4490

e-Mail

richardmack@millercohen.com

Address 600 West Lafayette - 4th Floor Detroit, Michigan 48226

3/3/2009

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1505)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is for the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are: (1) to provide information to the public; (2) to provide information to the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of information to the public is not required.

EXHIBIT

A

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ATTACHMENT TO CHARGE

AFSCME Council 25, and its affiliated Local 2568, file this unfair labor practice charge against Respondent Compass Group and its subsidiaries Morrison Senior Dining and Morrison Management Specialists, pursuant to the Act, 29 U.S.C. sec. 159(a)(1, 5). The charge is alleged as follows:

1. AFSCME has repeatedly made a request for information regarding the deductions assessed to employees for health care and union dues, from July 1, 2008 until the present. AFSCME has also sought the specific payroll records for this information from the Respondent. Respondent has refused to provide such information.

2. AFSCME has received copies of certain pay stubs, reflecting that certain members of the AFSCME union have not been charged union dues, notwithstanding the dues deduction agreement of the Respondent and AFSCME.

3. AFSCME has learned that other employees have been assessed union dues, but such dues have not been remitted to the AFSCME union, notwithstanding the dues deduction agreement of the Respondent and AFSCME.

These and other violations constitute violations of the Act.

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

Compass Group and its subsidiaries Case 7-CA-51876
Morrison Senior Dining and Morrison
Management Specialists

DATE OF MAILING: March 4, 2009
AFFIDAVIT OF SERVICE OF CHARGE

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Mr. Bill Breslin
Compass Group and its subsidiaries Morrison Senior Dining and Morrison Management Specialists
1224 Perkins Avenue, NW
Canton, OH 44703

Mr. Richard G. Mack, Jr., Attorney
American Federation of State, County and Municipal Employees and its Local 2568
600 West Lafayette, 4th Floor
Detroit, MI 48226

Designated Agent

Carol A Koper

NATIONAL LABOR RELATIONS BOARD

EXHIBIT

B

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**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SEVENTH REGION**

**COMPASS GROUP NORTH AMERICA
and its subsidiaries MORRISON MANAGEMENT
SPECIALISTS and MORRISON SENIOR DINING**

Respondent

and

CASE 7-CA-51876

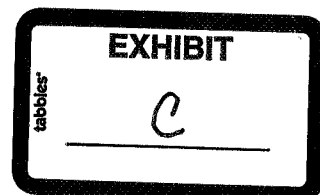
**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO,
and its LOCAL 2568**

Charging Party

COMPLAINT AND NOTICE OF HEARING

The Charging Party has charged that Respondent has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. Section 151 et seq. Based thereon, the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board, issues this Complaint and Notice of Hearing and alleges as follows:

1. The charge in this proceeding was filed by the Charging Party on March 3, 2009, and a copy was served by regular mail on Respondent on March 4, 2009.
2. At all material times, Respondent, a corporation, with headquarters in Charlotte, North Carolina, and places of business in Dearborn, Michigan, herein called the Oakwood Commons facilities, has been engaged in the provision of food, nutrition, and dining services to healthcare and senior living communities.
3. (a) During calendar year 2008, a representative period, Respondent, in conducting its business operations described in paragraph 2, purchased and received at the Oakwood Commons facilities goods valued in excess of \$50,000 from other enterprises located within the State of Michigan, each of which other enterprises had received those goods directly from points outside the State of Michigan.



(b) During calendar year 2008, Respondent, in conducting its business operations described in paragraph 2, derived gross revenues in excess of \$500,000.

4. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

5. At all material times, each of the American Federation of State, County and Municipal Employees, AFL-CIO, and its Local 2568, herein collectively called the Charging Party, has been a labor organization within the meaning of Section 2(5) of the Act.

6. At all material times, the following individuals held the positions set forth opposite their names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Bill Breslin	Senior Labor Relations Director
Steve Berry	Director, Oakwood Commons
W. Forrest Coley, Jr.	Director, Employee Transitions
Kevin McLaughlin	Operations Manager until about March 2009

7. The following employees of Respondent, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and part-time service and maintenance employees of the Respondent, whose work relates to the food service contract between Respondent and Oakwood Healthcare Promotion, Inc. (OHP), employed at the Oakwood Common Retirement Community and Oakwood Rehabilitation and Skilled Nursing Center, located at 16351 and 16391 Rotunda Drive, Dearborn, Michigan, including cooks, cook/team leaders, food service assistants, hostesses, and servers, or any Respondent classifications which perform work similar to these OHP job classifications; but excluding employees of OHP who are also members of AFSCME Local 2568, business office clerical employees, professional and technical employees, RNs, LPNs, and guards and supervisors as defined in the Act.

8. (a) For many years until about June 30, 2008, the Charging Party was the exclusive collective-bargaining representative of the Unit employed by Oakwood Healthcare Promotion, Inc. (OHP). OHP's recognition of the Charging Party as such

representative was embodied in successive collective-bargaining agreements, the most recent of which was effective January 1, 2006 through December 31, 2008.

(b) About July 1, 2008, OHP laid off, and Respondent hired, the employees of the Unit, who continued to provide food and maintenance services at the Oakwood Commons facilities.

(c) Since about July 1, 2008, based on the foregoing facts, the Charging Party has been the designated exclusive collective-bargaining representative of the Unit, and Respondent has recognized the Charging Party as such representative. This recognition is embodied in a collective-bargaining agreement between Respondent and the Charging Party, effective July 1, 2008 through December 31, 2008, and, by agreement of the parties, extended day to day thereafter.

9. (a) Until about July 1, 2008, based on Section 9(a) of the Act, the Charging Party was the exclusive collective-bargaining representative of the Unit employed by OHP.

(b) At all times since July 1, 2008, based on Section 9(a) of the Act, the Charging Party has been the exclusive collective-bargaining representative of Respondent's employees in the Unit.

10. The collective-bargaining agreement between Respondent and the Charging Party referred to in paragraph 8(c) contains, inter alia, a checkoff provision at Section 3.1, requiring Respondent to remit the union dues and initiation fees it has deducted from the pay of Unit employees, to the financial secretary of the Charging Party, by the 30th day of the month in which the deductions are made.

11. Since about September 17, 2008, the Charging Party, by Local 2568 president Cindy Spurlock, has requested in writing that Respondent furnish it payroll records for all Unit employees reflecting paycheck deductions for health insurance and union dues.

12. Since about November 12, 2008, the Charging Party, by Local 2568 president Cindy Spurlock, has requested in writing that Respondent furnish it payroll records for all Unit employees for the period July 1, 2008 to November 12, 2008.

13. The information requested by the Charging Party, described in paragraphs 11 and 12, is necessary for, and relevant to, its performance of its duties as the exclusive collective-bargaining representative of the Unit.

14. Since about September 17, 2008, and November 12, 2008, respectively, Respondent has failed and refused to furnish the Charging Party's requested information as described in paragraphs 11 and 12.

15. Since about July 1, 2008, Respondent has deducted union dues from the paychecks of certain Unit employees, but failed and refused to remit any of such monies to the Charging Party.

16. The subject set forth in paragraph 15 relates to wages, hours, and other terms and conditions of employment of the Unit and is a mandatory subject for the purposes of collective bargaining.

17. Respondent engaged in the conduct described in paragraph 15 without prior notice to the Charging Party, without affording the Charging Party an opportunity to bargain with respect to such conduct and the effects of such conduct, and without the Charging Party's consent.

18. By the conduct described in paragraphs 14, 15, and 17, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees, within the meaning of Section 8(d) of the Act, in violation of Section 8(a)(1) and (5) of the Act.

19. The described unfair labor practices of Respondent affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, it is prayed that Respondent be ordered to:

1. Cease and desist from:

(a) engaging in the conduct described in paragraphs 14, 15, and 17, or in any like or related manner interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act; and

(b) engaging in the conduct described in paragraphs 14, 15, and 17, or in any like or related manner failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of the Unit.

2. Affirmatively:

(a) Furnish to the Charging Party the information it requested about September 17, 2008 and November 12, 2008;

(b) Remit to the Charging Party all union dues and initiation fees it has deducted from the paychecks of Unit employees, with interest compounded quarterly.

(c) Post appropriate notices.

The General Counsel further prays for such other relief as may be just and proper to remedy the unfair labor practices herein alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be received by this office on or before **May 26, 2009**, or postmarked on or before **May 25, 2009**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-Gov**, then click on the **E-Filing** link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. A failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If an answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **Wednesday, June 17, 2009, at 10:00 a.m., at Room 300, Patrick V. McNamara Federal Building, 477 Michigan Avenue, Detroit, Michigan 48226**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Detroit, Michigan, this 12th day of May, 2009.

/s/ Stephen M. Glasser

(SEAL)

Stephen M. Glasser, Regional Director
National Labor Relations Board, Region 7
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, Michigan 48226

**SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD
BEFORE THE NATIONAL LABOR RELATIONS BOARD
IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO
SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT**

The hearing will be conducted by an administrative law judge of the National Labor Relations Board who will preside at the hearing as an independent, impartial finder of the facts and applicable law whose decision in due time will be served on the parties. The offices of the administrative law judges are located in Washington, DC; San Francisco, California; New York, N.Y.; and Atlanta, Georgia.

At the date, hour, and place for which the hearing is set, the administrative law judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to ensure that the issues are sharp and clearcut; or the administrative law judge may independently conduct such a conference. The administrative law judge will preside at such conference, but may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record, for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the administrative law judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or make stipulations or concessions during any prehearing conference.

(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)

Parties may be represented by an attorney or other representative and present evidence relevant to the issues. All parties appearing before this hearing who have or whose witnesses have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.603, should notify the Regional Director as soon as possible and request the necessary assistance.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the administrative law judge for approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the administrative law judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the administrative law judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The administrative law judge will allow an automatic exception to all adverse rulings and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies of exhibits should be supplied to the administrative law judge and other parties at the time the exhibits are offered in evidence. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the administrative law judge before the close of hearing. In the event such copy is not submitted, and the filing has not been waived by the administrative law judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. In the absence of a request, the administrative law judge may ask for oral argument if, at the close of the hearing, it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

In the discretion of the administrative law judge, any party may, on request made before the close of the hearing, file a brief or proposed findings and conclusions, or both, with the administrative law judge who will fix the time for such filing. Any such filing submitted shall be double-spaced on 8½ by 11 inch paper.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations, with respect to the procedure to be followed before the proceeding is transferred to the Board:

No request for an extension of time within which to submit briefs or proposed findings to the administrative law judge will be considered unless received by the Chief Administrative Law Judge in Washington, DC (or, in cases under the branch offices in San Francisco, California; New York, New York; and Atlanta, Georgia, the Associate Chief Administrative Law Judge) at least 3 days prior to the expiration of time fixed for the submission of such documents. Notice of request for such extension of time must be served simultaneously on all other parties, and proof of such service furnished to the Chief Administrative Law Judge or the Associate Chief Administrative Law Judge, as the case may be. A quicker response is assured if the moving party secures the positions of the other parties and includes such in the request. All briefs or proposed findings filed with the administrative law judge must be submitted in triplicate, and may be printed or otherwise legibly duplicated with service on the other parties.

In due course the administrative law judge will prepare and file with the Board a decision in this proceeding, and will cause a copy thereof to be served on each of the parties. Upon filing of this decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, on all parties. At that point, the administrative law judge's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the administrative law judge's decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be served on the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations. If adjustment appears possible, the administrative law judge may suggest discussions between the parties or, on request, will afford reasonable opportunity during the hearing for such discussions.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

COMPASS GROUP NORTH AMERICA
and its subsidiaries MORRISON MANAGEMENT
SPECIALISTS and MORRISON SENIOR DINING
Respondent

CASE 7-CA-51876

and

AMERICAN FEDERATION OF STATE, COUNTY
and MUNICIPAL EMPLOYEES, AFL-CIO
and its LOCAL 2568
Charging Party

DATE OF MAILING May 12, 2009

AFFIDAVIT OF SERVICE OF: COMPLAINT AND NOTICE OF HEARING

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) by post-paid certified mail upon the following persons, addressed to them at the following addresses:

CERTIFIED MAIL

George Aude
Compass Group
2400 Yorkmont, Road, 4th Floor
Charlotte, NC 28217

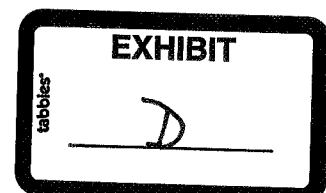
CERTIFIED 7003 2260 0007 3926 4940

REGULAR MAIL

Compass Group and its Subsidiaries Morrison
Senior Dining and Morrison Management
Attn: Bill Breslin
1224 Perkins Avenue, NW
Canton, OH 44703

American Federation of State, County
and Municipal Employees and its Local 2568
Attn: Sharon Donahue
600 West Lafayette, Suite 500
Detroit, MI 48226

Services Continued on Next Page



Richard Mack, Attorney
600 West Lafayette, 4th Floor
Detroit, MI 48226

AFSCME Local 2568
Attn: Cindy Spurlock
P.O. Box 81
Whittaker, MI 48190

Linda Davis
LINDA DAVIS, MAIL CLERK

Sandra Roegner
SANDRA L. ROEGNER, Notary Public
County of Washtenaw
Acting in the County of Wayne
My Commission Expires: 11/27/12

LRH/ld

Subscribed and sworn to before me
this 12th day of May, 2009

Designated Agent
NATIONAL LABOR RELATIONS BOARD

7003 2260 0007 3926 4940

PS Form 3800	City, State, ZIP	Street, Apt. No. or PO Box No.	Sent To	Total Postage	Restricted Delivery (Endorsement)	Return Receipt (Endorsement)	CA	U.S. POST SERVICE	For delivery (Domestic)
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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
*George and
Compass Group
2400 Yorkmont Rd.
4th Floor
Charlotte, NC 28217*

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
[Signature] ☐ Addressee

B. Received by (Printed Name) *Eric Johnson*

C. Date of Delivery *5/18/09*

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

7003 2260 0007 3926 4940

Domestic Return Receipt *COMPLAIN* *51876* *LT 1 LD*

PS Form 3811, February 2004 102595-02-M-1540

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

**COMPASS GROUP NORTH AMERICA
and its subsidiaries MORRISON MANAGEMENT SPECIALISTS
and MORRISON SENIOR DINING
7-CA-51876**

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, **HEREBY AGREE AS FOLLOWS:**

POSTING OF NOTICE — Upon approval of this Agreement and receipt of the Notices from the Region, which may include Notices in more than one language as deemed appropriate by the Regional Director, the Charged Party will post immediately in conspicuous places in and about its plant/office, including all places where notices to employees/members are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice (and versions in other languages as deemed appropriate by the Regional Director) made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon. In the event this Agreement is in settlement of a charge against a union, the union will submit forthwith signed copies of said Notices to the Regional Director who will forward them to the employer whose employees are involved herein, for posting, the employer willing, in conspicuous places in and about the employer's plant where they shall be maintained for 60 consecutive days from the date of posting. Further, in the event that the charged union maintains such bulletin boards at the facility of the employer where the alleged unfair labor practices occurred, the union shall also post Notices on each such bulletin board during the posting period.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice, including but not limited to remitting to the Charging Party dues and fees deducted from unit employees' paychecks in the amount of \$8,406.85 plus interest in the amount of \$100.00, for a total of \$8,506.85.

NON-ADMISSION — It is understood that the Charged Party does not, by the execution of this Agreement, admit that it has, in fact, violated the Act.

NONCOMPLIANCE WITH SETTLEMENT AGREEMENT — The Charged Party agrees that in case of noncompliance with any of the terms of this settlement agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such noncompliance without remedy by the Charged Party, the Regional Director may reissue the complaint in this matter. The General Counsel may then file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the reissued complaint may be deemed to be true by the Board and its answer to such complaint shall be considered withdrawn. The Charged Party also waives the following: (a) filing of answer; (b) hearing; (c) administrative law judge's decisions; (d) filing of exceptions and briefs; (e) oral argument before the Board; (f) the making of findings of fact and conclusions of law by the Board; and (g) all other proceedings to which a party may be entitled under the Act or the Board's Rules and Regulations. On receipt of said motion for default judgment, the Board shall issue an order requiring the Charged Party to show cause why said motion of the General Counsel should not be granted. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party, on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is customary to remedy such violations. The parties further agree that the Board's order and U.S. Court of Appeals judgment may be entered thereon ex parte.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not constitute a settlement of any other case(s) or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters were known to the General Counsel or were readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

REFUSAL TO ISSUE COMPLAINT — In the event the Charging Party fails or refuses to become a party to this Agreement, and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (or a new Complaint if one has been withdrawn pursuant to the terms of this Agreement), and this Agreement shall be between the Charged Party and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.19 of the Rules and Regulations of the Board if a request for same is filed within 14 days thereof. This Agreement shall be null and void if the General Counsel does not sustain the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in the above captioned case(s), as well as any answer(s) filed in response.

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

NOTIFICATION OF COMPLIANCE — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Within 5 days of complying with all the terms and provisions of the Settlement Agreement, the Charged Party will notify the Regional Director, in writing, of what steps it has taken to comply herewith, including all places where said notices were posted, and the duration of actual posting. In the event the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in the above captioned case(s).

Charged Party COMPASS GROUP NORTH AMERICA AND ITS SUBSIDIARIES MORRISON MANAGEMENT SPECIALISTS AND MORRISON SENIOR DINING		Charging Party AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO AND ITS LOCAL 2568	
By: Name and Title	Date	By: Name and Title	Date
/s/ George Aude, Senior Corp. Counsel	6/11/09	/s/ Richard Mack, Attorney	6/12/09
Recommended By:	Date	Approved By:	Date
/s/ Robert Buzaitis Board Agent	6/12/09	/s/ Stephen M. Glasser Regional Director	6/12/09

EXHIBIT

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NOTICE TO



POSTED PURSUANT TO APPROVED BY A RE NATIONAL LABOR RELATIONS BOARD

We are posting this Notice to inform you of your rights guaranteed by the National Labor Relations Act.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

We assure our employees that:

WE WILL NOT do anything to interfere with these rights.

WE WILL NOT fail or refuse to furnish American Federation of State, County and Municipal Employees, AFL-CIO and its Local 2568 (Union) with requested information relevant and necessary to the performance of its obligations as the exclusive collective bargaining representative of the employees in the following appropriate Unit:

All full-time and part-time service and maintenance employees in our employ, whose work relates to the food service contract between us and Oakwood Healthcare Promotion, Inc. (OHP), employed at the Oakwood Common Retirement Community and Oakwood Rehabilitation and Skilled Nursing Center, located at 16351 and 16391 Rotunda Drive, Dearborn, Michigan, including cooks, cook/team leaders, food service assistants, hostesses, and servers, or any of our classifications which perform work similar to these OHP job classifications; but excluding employees of OHP who are also members of AFSCME Local 2568, business office clerical employees, professional and technical employees, RNs, LPNs, and guards and supervisors as defined in the Act.

WE WILL NOT fail or refuse to remit to the Union any monies we have deducted for union dues and initiation fees from Unit employees' paychecks.



The National Labor Relations Board is an independent Federal agency created in 1935 to help employees want union representation and it investigates and remedies unfair labor practices. If you have a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office.

Mark D. Baines, Compliance Officer at NLRB, Region 7 – Room 300, Patrick V.

McNamara Federal Building, 477 Michigan Avenue, Detroit, Michigan 48226 (313) 226-3244
Hours of Operation: 8:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NO

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL C

EMPLOYEES

SETTLEMENT AGREEMENT SPECIAL DIRECTOR OF THE AGENCY OF THE UNITED STATES GOVERNMENT



WE WILL NOT in any like or related manner interfere with, restrain or coerce employees in the exercise of rights guaranteed in Section 7 of the Act.

WE WILL NOT in any like or related manner fail and refuse to bargain collectively and in good faith with the Union as the exclusive collective bargaining representative of the Unit.

WE WILL provide the Union in a timely manner with all requested information that is necessary for and relevant to the Union's performance of its duties as the exclusive collective bargaining representative of the Unit.

WE WILL immediately provide to the Union all Unit employee payroll records to date that show deductions taken for health insurance and union dues.

WE WILL immediately provide to the Union Unit employee payroll records for the period July 1, 2008 through November 12, 2008.

WE WILL immediately remit to the Union all union dues and initiation fees we have deducted from the paychecks of Unit employees.

WE WILL, upon request, bargain collectively and in good faith with the Union as the exclusive collective bargaining representative of the Unit.

COMPASS GROUP NORTH AMERICA
and its subsidiaries
MORRISON MANAGEMENT SPECIALISTS and
MORRISON SENIOR DINING
(Employer)

Dated: _____

By: _____ (Name) _____ (Title)

force the National Labor Relations Act. It conducts secret-ballot elections to determine whether by employers and unions. To find out more about your rights under the Act and how to file a Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

AND MUST NOT BE DEFACED BY ANYONE.

ST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING DE'S COMPLIANCE OFFICER,



United States Government
NATIONAL LABOR RELATIONS BOARD, Region 7
Patrick V. McNamara Federal Building
477 Michigan Avenue - Room 300
Detroit, MI 48226-2569

Telephone (313) 226-3200
FAX (313) 226-2090

Visit our website: www.nlr.gov

June 15, 2009

George Aude Senior Corporate Counsel
Compass Group
2400 Yorkmont Rd 4th Floor
Charlotte NC 28217

RE: COMPASS GROUP NORTH AMERICA and its
subsidiaries MORRISON MANAGEMENT
SPECIALISTS and MORRISON SENIOR DINING
CASE 7-CA-51876

Dear Sir:

I am enclosing herewith for your files a conformed copy of the Settlement Agreement in the above case.

The Employer should now take the steps necessary to comply with the provisions of the Agreement, and I am, therefore, enclosing herewith copies of the Notice to Employees in the form appropriate for posting/ mailing. Please forward twelve (12) copies of this Notice to the Employer for immediate posting/ mailing. Also enclosed are two copies of a list of instructions regarding the procedure to be followed with respect to posting the Notice. Kindly enclose one copy of the Notice posting instructions with the Notices you forward to the Employer. In the event additional copies of the Notice are required, more will be furnished upon request. Please return to our office at least three (3) Notices signed and dated in the identical manner to those that are posted/ mailed.

This office will be pleased to assist the Employer in effecting prompt compliance with the Settlement Agreement. I have asked Compliance Officer Mark D. Baines who can be reached at telephone number (313) 226-3244 to be available for this purpose.

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Check(s) drawn to the order of the discriminatee(s) named in the Settlement Agreement should be sent to this office immediately for forwarding to such discriminatee(s). Such check(s) should be for the gross amount of the backpay specified, less necessary deductions for Social Security taxes, state and federal income taxes, and city income tax, if any. All deductions should be shown on an itemized list accompanying each check. In addition, we shall appreciate receiving the most recent address of such discriminatee(s) as shown on the Employer's records.

If the Agreement requires the Employer to offer reinstatement to the discriminatee(s), such offer(s) should be made promptly, in writing, and a copy of such offer(s) should be supplied to this office.

Your cooperation in expediting compliance will be appreciated.

Very truly yours,

Stephen M. Glasser
Regional Director

MDB/sr

cc:

Richard G Mack Esq
600 W Lafayette 4th Floor
Detroit MI 48226

Ms Cindy Spurlock President
AFSCME Local 2568
P O Box 81
Whittake MI 48190



United States Government
NATIONAL LABOR RELATIONS BOARD
REGION 7
477 Michigan Avenue - Room 300
Detroit, MI 48226-2569

Telephone (313) 226-3200
FAX (313) 226-2090
www.nlr.gov

Sent via Fax to: (704) 295-5827

July 6, 2009

George Aude, Esq.
Senior Corporate Counsel
Compass Group
2400 Yorkmont Rd., 4th Floor
Charlotte, NC 28217

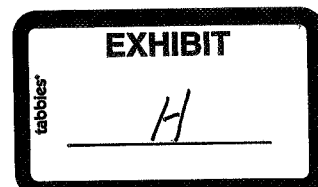
Re: COMPASS GROUP NORTH AMERICA and
its subsidiaries MORRISON MANAGEMENT
SPECIALISTS and MORRISON SENIOR
DINING
Case 7-CA-51876

Dear Mr. Aude:

As of this time, I have still not received either the three signed and dated Notices or the requisite information about when and where Notices in the above-captioned case have been posted. I have also not received the check made payable to the Charging Union for the \$100.00 in dues and fees which remain to be paid. Please make sure that all of the above are submitted to me immediately.

The Charging Union has also alleged that the Employer is not in compliance with the terms of the Notice and Settlement Agreement because:

- (1) Since on or about June 11, 2009, the Employer has allegedly failed to comply with the Charging Union's request to increase the dues withheld from the paychecks of unit employees; and,
- (2) The Employer has allegedly failed to furnish the Charging Union with the unit employee payroll records that show deductions taken for health insurance and union dues, as well as all of the unit employee payroll records for the period July 1, 2008, through November 12, 2008.



Please submit the Employer's response to the allegations of the Charging Union by Friday, July 17, 2009.

If you have any questions, feel free to call me at (313) 226-3244.

Very truly yours,

A handwritten signature in black ink that reads "Mark D. Baines". The signature is written in a cursive style with a large, stylized "M" and "B".

Mark D. Baines
Compliance Officer

MDB/mdb



United States Government
NATIONAL LABOR RELATIONS BOARD
REGION 7
477 Michigan Avenue - Room 300
Detroit, MI 48226-2569

Telephone (313) 226-3200
FAX (313) 226-2090
www.nlr.gov

Sent via Fax and U.S. Mail

July 24, 2009

George Aude, Esq.
Senior Corporate Counsel
Compass Group
2400 Yorkmont Rd., 4th Floor
Charlotte, NC 28217

Re: COMPASS GROUP NORTH AMERICA and
its subsidiaries MORRISON MANAGEMENT
SPECIALISTS and MORRISON SENIOR
DINING
Case 7-CA-51876

Dear Mr. Aude:

I am advised that the Employer has not complied with the terms of the Settlement Agreement in the above case, which you executed on June 11, 2009. Specifically, I am advised that the Employer has failed to: (a) post signed and dated Notices, and return to the Region three such executed Notices along with information as to when and where the Notices have been posted; (b) submit to this office a check made payable to the Charging Union in the amount of \$100.00, to cover the interest on the \$8,406.85 in dues and fees which have already been remitted to the Charging Union; and, (c) furnish the Charging Union with all of the information and documentation it requested in the instant case, including all unit employee payroll records that show deductions taken for health insurance and union dues, as well as unit employee payroll records for the period July 1, 2008, through November 12, 2008. As a result, I am providing you notice that, in accordance with the terms of the Settlement Agreement, and specifically with respect to the noncompliance provision set forth therein, the Settlement Agreement will be set aside and the Complaint will be reissued on August 7, 2009, or shortly thereafter, should the Employer continue to fail to: (a) post signed and dated Notices, and return three such executed Notices along with information on when and where the Notices have

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been posted; (b) submit a check for \$100.00 made payable to the Charging Union; and, (c) provide all of the information and documentation requested by the Charging Union.

In order to avoid reissuance of the Complaint and the **filing of a motion for default judgment**, please immediately ensure that the Employer complies with the provisions of the Settlement Agreement and Notice within 14 days of this letter.

If you have any questions, please call Mark D. Baines, Compliance Officer, at (313) 226-3244.

Very truly yours,

A handwritten signature in black ink, appearing to read "S. Glasser", written over a horizontal line.

Stephen M. Glasser
Regional Director

SMG/mdb

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SEVENTH REGION**

**COMPASS GROUP NORTH AMERICA
and its subsidiaries MORRISON MANAGEMENT
SPECIALISTS and MORRISON SENIOR DINING**

Respondent

and

CASE 7-CA-51876

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO,
and its LOCAL 2568**

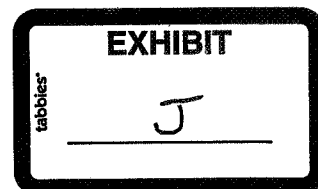
Charging Party

ORDER SETTING ASIDE SETTLEMENT AGREEMENT

Pursuant to an unfair labor practice charge filed by the Charging Party against Respondent in the instant case, the Regional Director of the Seventh Region of the National Labor Relations Board issued a Complaint and Notice of Hearing on May 12, 2009, alleging that Respondent violated Sections 8(a)(1) and (5) of the Act.

Thereafter, Respondent entered into an informal Settlement Agreement which was approved by the Regional Director of the Seventh Region of the National Labor Relations Board on June 12, 2009.

Pursuant to the terms of the Settlement Agreement, Respondent agreed that it would: (a) furnish to the Charging Party the information it requested about September 17, 2008, and November 12, 2008; (b) remit to the Charging Party all union dues and initiation fees it has deducted from the paychecks of the Unit employees, with interest compounded quarterly; and, (c) post appropriate notices. Respondent has not complied with the Settlement Agreement to the extent that it has not furnished the requested information, nor has it remitted all of the union dues and initiation fees it deducted from the Unit employees' paychecks. Finally, Respondent has not posted the notices. As the purposes and policies of the Act have not been effectuated by Respondent's conduct, the undersigned



ORDERS, pursuant to Section 101.9(e)(2) of the Board's Rules and Regulations and Statements of Procedure, that the Settlement Agreement is set aside.

Dated at Detroit, Michigan, this 4th day of September, 2009.

/s/ Raymond Kassab

(Seal)

Raymond Kassab, Acting Regional Director
National Labor Relations Board, Region 7
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, Michigan 48226

CERTIFIED

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SEVENTH REGION

COMPASS GROUP NORTH AMERICA and its
subsidiaries MORRISON MANAGEMENT
SPECIALISTS and MORRISON SENIOR DINING
Respondent

And

CASE 7-CA-51876

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO,
And its LOCAL 2568

Charging Party

Date of Mailing: September 4, 2009

AFFIDAVIT OF SERVICE OF: ORDER SETTING ASIDE SETTLEMENT AGREEMENT

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) upon the following persons, addressed to them at the following addresses:

COMPASS GROUP
ATTN: GEORGE AUDE, SENIOR CORPORATE COUNSEL
2400 YORKMONT RD., 4TH FLOOR
CHARLOTTE NC 28217

CYNTHIA SPURLOCK, PRES.
AFSCME LOCAL 2568
P O BOX 81
WHITTAKER MI 48190

REGULAR MAIL:

COMPASS GROUP NORTH AMERICA and its subsidiaries
MORRISON MANAGEMENT SPECIALISTS and MORRISON SENIOR DINING
ATTN: BILL BRESLIN, DIRECTOR OF LABOR RELATIONS
1224 PERKINS AVE, NW
CANTON OH 44703

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES AND ITS LOCAL 2568
ATTN: SHARON DONAHUE, STAFF REPRESENTATIVE
600 WEST LAFAYETTE, STE 500
DETROIT MI 48226

RICHARD G. MACK, ESQ.
MILLER, COHEN, PLC
600 WEST LAFAYETTE, 4TH FLOOR
DETROIT MI 48226



Laverne Kimble, Notary Public, Wayne County, Michigan., My commission expires 2/8/12.

EXHIBIT

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7004 2510 0001 4357 0263

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only - No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$ Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required)	Total Postage & Fees \$
Sent To _____ Street, Apt. No., or PO Box No. City, State, ZIP+4	
PS Form 3800, June 2002	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Article Addressed to: <i>Compass Group</i> <i>Attn: George Aude</i> <i>2400 Yorkmont Rd, 4th</i> <i>Charlotte NC</i> <i>28217</i>		A. Signature <input checked="" type="checkbox"/> <i>Em [Signature]</i>	
2. Article Number (Transfer from service label)		B. Received by (Printed Name) <i>Eric Johnson</i>	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail		C. Date of Delivery <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
4. Restricted Delivery? (Extra Fee)		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below:	

7004 2510 0001 4357 0263

PS Form 3811, February 2004

Indu

Domestic Return Receipt

MDB:kd CA-51876

102595-02-M-1540

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SEVENTH REGION

**COMPASS GROUP NORTH AMERICA
and its subsidiaries MORRISON MANAGEMENT
SPECIALISTS and MORRISON SENIOR DINING**

Respondent

and

CASE 7-CA-51876

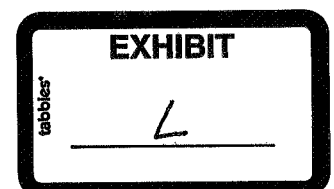
**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO,
and its LOCAL 2568**

Charging Party

REISSUED COMPLAINT

The Charging Party has charged that Respondent has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. Section 151 et seq. Based thereon, the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board, reissues this Complaint and alleges as follows:

1. The charge in this proceeding was filed by the Charging Party on March 3, 2009, and a copy was served by regular mail on Respondent on March 4, 2009.
2. At all material times, Respondent, a corporation, with headquarters in Charlotte, North Carolina, and places of business in Dearborn, Michigan, herein called the Oakwood Commons facilities, has been engaged in the provision of food, nutrition, and dining services to healthcare and senior living communities.
3. (a) During calendar year 2008, a representative period, Respondent, in conducting its business operations described in paragraph 2, purchased and received at the Oakwood Commons facilities goods valued in excess of \$50,000 from other



enterprises located within the State of Michigan, each of which other enterprises had received those goods directly from points outside the State of Michigan.

(b) During calendar year 2008, Respondent, in conducting its business operations described in paragraph 2, derived gross revenues in excess of \$500,000.

4. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

5. At all material times, each of the American Federation of State, County and Municipal Employees, AFL-CIO, and its Local 2568, herein collectively called the Charging Party, has been a labor organization within the meaning of Section 2(5) of the Act.

6. At all material times, the following individuals held the positions set forth opposite their names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Bill Breslin	Senior Labor Relations Director
Steve Berry	Director, Oakwood Commons
W. Forrest Coley, Jr.	Director, Employee Transitions
Kevin McLaughlin	Operations Manager until about March 2009

7. The following employees of Respondent, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and part-time service and maintenance employees of the Respondent, whose work relates to the food service contract between Respondent and Oakwood Healthcare Promotion, Inc. (OHP), employed at the Oakwood Common Retirement Community and Oakwood Rehabilitation and Skilled Nursing Center, located at 16351 and 16391 Rotunda Drive, Dearborn, Michigan, including cooks, cook/team leaders, food service assistants, hostesses, and servers, or any Respondent classifications which perform work similar to these OHP job classifications; but excluding employees of OHP who are also members of AFSCME Local 2568, business office clerical employees, professional and technical employees, RNs, LPNs, and guards and supervisors as defined in the Act.

8. (a) For many years until about June 30, 2008, the Charging Party was the exclusive collective-bargaining representative of the Unit employed by OHP. OHP's recognition of the Charging Party as such representative was embodied in successive collective-bargaining agreements, the most recent of which was effective January 1, 2006 through December 31, 2008.

(b) About July 1, 2008, OHP laid off, and Respondent hired, the employees of the Unit, who continued to provide food and maintenance services at the Oakwood Commons facilities.

(c) Since about July 1, 2008, based on the foregoing facts, the Charging Party has been the designated exclusive collective-bargaining representative of the Unit, and Respondent has recognized the Charging Party as such representative. This recognition is embodied in a collective-bargaining agreement between Respondent and the Charging Party, effective July 1, 2008 through December 31, 2008, and, by agreement of the parties, extended day to day thereafter.

9. (a) Until about July 1, 2008, based on Section 9(a) of the Act, the Charging Party was the exclusive collective-bargaining representative of the Unit employed by OHP.

(b) At all times since July 1, 2008, based on Section 9(a) of the Act, the Charging Party has been the exclusive collective-bargaining representative of Respondent's employees in the Unit.

10. The collective-bargaining agreement between Respondent and the Charging Party referred to in paragraph 8(c) contains, inter alia, a checkoff provision at Section 3.1, requiring Respondent to remit the union dues and initiation fees it has deducted from the pay of Unit employees, to the financial secretary of the Charging Party, by the 30th day of the month in which the deductions are made.

11. Since about September 17, 2008, the Charging Party, by Local 2568 president Cindy Spurlock, has requested in writing that Respondent furnish it payroll records for all Unit employees reflecting paycheck deductions for health insurance and union dues.

12. Since about November 12, 2008, the Charging Party, by Local 2568 president Cindy Spurlock, has requested in writing that Respondent furnish it payroll records for all Unit employees for the period July 1, 2008 to November 12, 2008.

13. The information requested by the Charging Party, described in paragraphs 11 and 12, is necessary for, and relevant to, its performance of its duties as the exclusive collective-bargaining representative of the Unit.

14. Since about September 17, 2008, and November 12, 2008, respectively, Respondent has failed and refused to furnish the Charging Party's requested information as described in paragraphs 11 and 12.

15. Since about July 1, 2008, Respondent has deducted union dues from the paychecks of certain Unit employees, but failed and refused to remit any of such monies to the Charging Party.

16. The subject set forth in paragraph 15 relates to wages, hours, and other terms and conditions of employment of the Unit and is a mandatory subject for the purposes of collective bargaining.

17. Respondent engaged in the conduct described in paragraph 15 without prior notice to the Charging Party, without affording the Charging Party an opportunity to bargain with respect to such conduct and the effects of such conduct, and without the Charging Party's consent.

18. By the conduct described in paragraphs 14, 15, and 17, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees, within the meaning of Section 8(d) of the Act, in violation of Section 8(a)(1) and (5) of the Act.

19. The described unfair labor practices of Respondent affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, it is prayed that Respondent be ordered to:

1. Cease and desist from:

(a) engaging in the conduct described in paragraphs 14, 15, and 17, or in any like or related manner interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act; and

(b) engaging in the conduct described in paragraphs 14, 15, and 17, or in any like or related manner failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of the Unit.

2. Affirmatively:

(a) Furnish to the Charging Party the information it requested about September 17, 2008 and November 12, 2008;

(b) Remit to the Charging Party all union dues and initiation fees it has deducted from the paychecks of Unit employees, with interest compounded quarterly.

(c) Post appropriate notices.

The General Counsel further prays for such other relief as may be just and proper to remedy the unfair labor practices herein alleged.

Dated at Detroit, Michigan, this 8th day of September, 2009.

(SEAL)

/s/ Stephen M. Glasser
Stephen M. Glasser, Regional Director
National Labor Relations Board, Region 7
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, Michigan 48226

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SEVENTH REGION

COMPASS GROUP NORTH AMERICA
and its subsidiaries MORRISON MANAGEMENT
SPECIALISTS and MORRISON SENIOR DINING
Respondent

and

CASE 7-CA-51876

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO,
and its LOCAL 2568

Charging Party

Date of Mailing: September 8, 2009

AFFIDAVIT OF SERVICE OF REISSUED COMPLAINT:

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) by post-paid: certified and regular mail upon the following persons, addressed to them at the following addresses:

CERTIFIED MAIL

Compass Group
Attn: George Aude, Senior Corporate Counsel
2400 Yorkmont Road, 4th Floor
Charlotte, NC 28217
7004 2510 0001 4357 3165

REGULAR MAIL

Compass Group North America and its subsidiaries
Morrison Senior Dining and Morrison Management Specialists
Attn: Mr. Bill Breslin, Director of Labor Relations
1224 Perkins Avenue, NW
Canton, OH 44703

American Federation of State, County and Municipal
Employees and its Local 2568
Attn: Ms. Sharon Donahue, Staff Representative
600 West Lafayette Blvd., Suite 500
Detroit, MI 48226

Miller, Cohen PLC
Attn: Richard G. Mack, Esq.
600 West Lafayette Blvd., 4th Floor
Detroit, MI 48226

American Federation of State, County and Municipal
Employees and its Local 2568
Attn: Ms. Cynthia Spurlock, President
P.O. Box 81
Whittaker, MI 48190

7004 2510 0001 4357 3165

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Subscribed and sworn to before me this

8th day of September, 2009

Laverne Kimble
DESIGNATED AGENT: Laverne Kimble
Notary Public for Wayne County, Michigan
MY COMMISSION EXPIRES: 2/8/2012

EXHIBIT

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M

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<p>1. Article Addressed to:</p> <p>Compass Group Attn: George Aude, Senior Corporate Counsel 2400 Yorkmont Road, 4th Floor Charlotte, NC 28217 07-CA-51876/Reissued Complaint/MDB:K</p>		<p>B. Received by (Printed Name)</p> <p><u>[Signature]</u></p>	<p>C. Date of Delivery</p>
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes</p> <p>If YES, enter delivery address below: <input type="checkbox"/> No</p>	
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